

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

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In Re: ) Case No. 19-30088  
 ) Chapter 11  
PG&E CORPORATION AND PACIFIC )  
GAS AND ELECTRIC COMPANY, ) San Francisco, California  
 ) Tuesday, December 21, 2021  
Reorganized debtors. ) 10:00 AM  
 )  
REORGANIZED DEBTORS' SEVENTY-  
SIXTH OMNIBUS OBJECTION TO  
CLAIMS (NO LIABILITY /  
PASSTHROUGH CLAIMS) FILED BY  
PG&E CORPORATION [10537]  
  
REORGANIZED DEBTORS' ONE  
HUNDRED TENTH OMNIBUS  
OBJECTION TO CLAIM NOS. 76018  
AND 78381 (GREENBERG CLAIMS)  
FILED BY PG&E CORPORATION  
[11420]  
  
SCHEDULING CONFERENCE AS TO  
TODD GREENBERG RE CLAIM NO.  
77335 [9455]

TRANSCRIPT OF PROCEEDINGS  
BEFORE THE HONORABLE DENNIS MONTALI  
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES (All present by video or telephone):

For Reorganized debtors: THOMAS B. RUPP, ESQ.  
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For Todd Greenberg:

RICHARD A. LAPPING, ESQ.  
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Also Present:

Juli Ward  
Individual Claimant  
  
Ora and Willie Green  
Individual Claimants

Court Recorder:

LORENA PARADA/ ANKEY THOMAS  
United States Bankruptcy Court  
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PG&E Corporation and Pacific Gas and Electric Company

1 SAN FRANCISCO, CALIFORNIA, TUESDAY, DECEMBER 21, 2021, 10:00 AM

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3 (Call to order of the Court.)

4 THE CLERK: Court is now in session, the Honorable  
5 Dennis Montali presiding, calling the matter of PG&E  
6 Corporation.

7 I'll bring counsel in now.

8 Your Honor, which matter did you want to call first?

9 THE COURT: Well, let's ask counsel for the debtor  
10 where they want to go first. I have my preference, but I'll  
11 see if Mr. Rupp cares.

12 Good morning, Mr. Rupp. You've got your mic muted.

13 MR. RUPP: Good morning, Your Honor. Thomas Rupp of  
14 Keller Benvenuti Kim for the reorganized debtors. Can you  
15 hear me all right?

16 THE COURT: Yes, I can. Can you hear -- how about me?

17 MR. RUPP: I hear you just fine.

18 THE COURT: We've got the Greenberg claims, that Green  
19 claim, and Ms. Ward. So what's your preference?

20 MR. RUPP: Your Honor, our preference would be to go  
21 Green, and then Ward, and then Greenberg, where my cocounsel,  
22 Jennifer Dodge, can join me. But of course, if the Court would  
23 rather take it some other way, we're happy to do it that way.

24 THE COURT: No, I offered you the choice. So let's do  
25 it.

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1 Ms. Parada, do we have Ms. Green available?

2 THE CLERK: I do not see Ms. Green yet.

3 THE COURT: Ms. Green, or anyone appearing on her  
4 behalf, if you wish to be heard this morning, you need to  
5 raise your hand electronically.

6 Well, Mr. Rupp, did you get the filings that Ms. Green  
7 made yesterday?

8 MR. RUPP: I did, Your Honor. I just saw the -- there  
9 was a statement on the docket, and some exhibits just arrived  
10 this morning. They looked like -- I'm not sure why they came  
11 separately, but I did have a chance to look at them briefly.

12 THE COURT: Okay. All right.

13 Ms. Parada, I guess we'll pass on Green for a couple  
14 of minutes and see if she shows up. If not --

15 THE CLERK: Yes, Your Honor.

16 THE COURT: -- I don't know what we're going to do.  
17 But let's go to the Ward matter.

18 THE CLERK: Yes, Your Honor. I'll bring in Ms. Ward  
19 now.

20 THE COURT: Hi, Ms. Ward. Good morning. Can you hear  
21 me? You don't have -- your microphone is muted. There you go.  
22 Can you hear me now?

23 MS. WARD: Yes, Your Honor. Yes. Thank you.

24 THE COURT: All right. Your claim is kind of a  
25 mystery to me because you act on behalf of a number of other

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1 people, but you're not an attorney, are you?

2 MS. WARD: No, sir.

3 THE COURT: And you don't -- do you have any liability  
4 to the other claimants?

5 MS. WARD: No, sir.

6 THE COURT: Well, I don't know what you think you're  
7 able to do to assert claims on their behalf. Why do you think  
8 you should be allowed to do that?

9 MS. WARD: For their support of what I was going  
10 through --

11 THE COURT: Well, no, I understand --

12 MS. WARD: -- monetarily.

13 THE COURT: -- they support it. I don't question that  
14 they support it, but legally, if I were to award you any  
15 recovery, why would it be for them?

16 MS. WARD: Because those entities helped me when they  
17 could have been using those funds to assist other people.

18 THE COURT: Okay. I understand, but the point is you  
19 didn't -- you're not obligated to repay them, right?

20 MS. WARD: No, sir, I'm not.

21 THE COURT: Okay. Well, I think that whatever  
22 happened in the past and whatever assistance you got from third  
23 parties, that is good for you. And they should be  
24 complimented, and I'm sure you've thanked them. But legally, I  
25 don't think there's anything that can be done. I mean, if you

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1 had a legal argument or something, I would --

2 MS. WARD: Okay.

3 THE COURT: -- obviously listen to that. But let's  
4 focus on the portion of the claim, which is a relatively small  
5 portion, that you believe you are entitled to. What is your  
6 response to PG&E's argument that when the procedure or the  
7 program was implemented, and this other company, Highland, came  
8 in, you signed a release of any claims against PG&E; what am I  
9 supposed to make of that?

10 MS. WARD: That was for the damages caused by Highland  
11 Energy, which I have not claimed that, sir.

12 THE COURT: But you have a right to sue Highland or  
13 would have maybe had a right to proceed against Highland.  
14 Yeah, but I take it you haven't done that.

15 MS. WARD: No, sir, for the reason that I was  
16 instructed, along with my landlord, prior to the work being  
17 done, was that we had to authorize PG&E to do an inspection or  
18 we can opt to have Highlands Energy inspect their own work. I  
19 opted for PG&E to inspect the work because I didn't feel it'd  
20 be advantageous to have one company inspect their own work.

21 THE COURT: Mr. Rupp filed a support and paper,  
22 though, that indicated that you waived any (audio interference)  
23 PG&E by even undertaking participation in this assistance  
24 program. So what do you make of that?

25 MS. WARD: Well, they --

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1 THE COURT: How do I ignore that?

2 MS. WARD: Well, they failed to --

3 THE COURT: No, you --

4 MS. WARD: -- fulfil the terms of their contract --

5 THE COURT: I under --

6 MS. WARD: Oh, excuse me.

7 THE COURT: I understand you're not a lawyer, and I'm  
8 not trying to put you at a disadvantage because of that, but  
9 what do I make of a document that you signed that says to PG&E  
10 I waive any claim against you?

11 MS. WARD: But they didn't come and do their work.

12 THE COURT: No --

13 MS. WARD: So I couldn't have anything against them.

14 THE COURT: No. No, they didn't come and inspect the  
15 work --

16 MS. WARD: Correct.

17 THE COURT: -- according to you. But in fact, and in  
18 reality, Highland did the work, right, and perhaps incorrectly,  
19 but Highland did the work.

20 MS. WARD: Yes, sir.

21 THE COURT: But you didn't pursue any claim against  
22 Highland.

23 MS. WARD: I didn't see any damage by Highland.

24 THE COURT: Well, what damage have you suffered as a  
25 result of whatever happened?

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1 MS. WARD: When I first moved into this property in  
2 2016, I was moving in over a period of a month, a month-and-a-  
3 half --

4 THE COURT: No, I understand. And your --

5 MS. WARD: Okay.

6 THE COURT: -- bills were high because you were in two  
7 locations. I understand.

8 MS. WARD: Okay. And I reached out to PG&E numerous  
9 times: could someone please come and do some kind of a study  
10 on my energy efficiency here? I wanted to know where I was  
11 losing some -- maybe in the property not being sealed properly,  
12 or whatever, and they said they really didn't have a program  
13 for that at the time. And then it was later that they did have  
14 this energy assistance program that I became aware of, and I  
15 actively pursued with my landlord to get some upgrade work  
16 done, and we were told that PG&E would inspect the work. Or,  
17 you know, I could --

18 THE COURT: Slow down. You can't inspect the work  
19 until the work is done. So who told you who would do the work?

20 MS. WARD: Highlands Energy.

21 THE COURT: Right. So someone said that Highland  
22 Energy -- and you keep repeating that PG&E didn't inspect the  
23 work, but the question is does that mean PG&E is liable for the  
24 defective work? Why do you translate: they didn't inspect,  
25 therefore they're liable? Why does that follow?



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1 MS. WARD: How could they know that some of the issues  
2 that I've had since then, with utility bills and other issues  
3 with the HVAC system, they never inspected it; how could they  
4 know that the work was done properly as contracted?

5 THE COURT: But don't you believe it was done  
6 improperly?

7 MS. WARD: I don't know, I'm not -- I'm not an attic  
8 technician. I did not crawl up in the crawl space to see the  
9 defects.

10 THE COURT: So what if PG&E went in and inspected now  
11 and said everything was done correctly, then what? Then where  
12 are we?

13 MS. WARD: Well, then I'd know, okay, it's done;  
14 great, super.

15 THE COURT: But you don't --

16 MS. WARD: I asked --

17 THE COURT: But you don't believe that, do you? You  
18 don't believe --

19 MS. WARD: If they want to come inspect, that's fine.  
20 I've been wanting them to inspect the work, as Highland Energy  
21 did work, that's all.

22 THE COURT: Okay. So let's go in, and we've got two  
23 choices. PG&E sends a technician and they inspect. The  
24 technician says the work was done incorrectly, or the  
25 technician says the work was done correctly. Two choices.

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1 MS. WARD: Okay.

2 THE COURT: What follows from either of those? Let's  
3 say you're presented with either of those two choices;  
4 therefore, what follows? What --

5 MS. WARD: My satisfaction, knowing the truth.

6 THE COURT: No, let's take the first example. The  
7 first example is the inspection says Highland messed up --

8 MS. WARD: Okay.

9 THE COURT: -- period. So what follows next?

10 MS. WARD: Pursuing a remedy.

11 THE COURT: Well, you are trying to pursue a remedy  
12 against PG&E, but if PG&E comes in and says the work was done  
13 correctly --

14 MS. WARD: Okay.

15 THE COURT: -- then you don't really have a claim  
16 against PG&E, right?

17 MS. WARD: No, then I'd have peace of mind knowing  
18 that it was done correctly, that --

19 THE COURT: No, but I'm sorry. Excuse me; I misspoke.  
20 What if PG&E says the work was done incorrectly? Then what  
21 would you do?

22 MS. WARD: Well, then I would trust their word that it  
23 was done incorrectly.

24 THE COURT: And not pursue a claim against Highland?

25 MS. WARD: I can't. I released them, right, for any

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1 damages.

2 THE COURT: Well, Ms. Ward, the point is you released  
3 PG&E, I believe.

4 Mr. Rupp, I don't want to do all the talking. Tell me  
5 why you believe Ms. Ward's claim should be disallowed.

6 MR. RUPP: Your Honor --

7 THE COURT: Apart from talking about -- I understand  
8 we don't have to go into whether she can assert claims for  
9 others. To some extent, she asserts some claim of her own, I  
10 think.

11 MR. RUPP: Thank you, Your Honor. We feel that -- you  
12 know, we covered this pretty thoroughly in our reply brief, but  
13 just to restate what we talked about here today. There's no  
14 concrete allegation.

15 First of all, there's the waiver, and PG&E agreed to  
16 pay for this program so this work could be done by a  
17 contractor. And in exchange for PG&E paying for this program  
18 for customers such as Ms. Ward, they asked that claims against  
19 PG&E be waived since Highlands Energy is the one doing the  
20 work.

21 Second of all, it's not even really alleged in the  
22 claim, and not here today, that Ms. Ward has suffered any  
23 damages, that there has -- that even the work was done  
24 incorrectly in the first place and she suffered some  
25 hypothetical higher utility bills than she would have if

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1 Highland Energy had done the work correctly.

2           It's been -- since the work was done in 2017, Ms. Ward  
3 mentions that she had the option of having Highlands Energy  
4 inspect its own work. Highlands Energy did the work; they  
5 should be able to stand beside it and inspect it on Ms. Ward's  
6 request. But time has gone by, and Ms. Ward could have looked  
7 at it herself, although I don't want to impose on her to climb  
8 into some crawl space, but she is a tenant; she has a landlord  
9 that can do this inspection or have this inspection done.

10           If there were actual damages here, it would be on Ms.  
11 Ward to make some kind of showing, as opposed to just the  
12 uncertainty and the peace of mind of wanting to know whether  
13 the work was done properly.

14           THE COURT: Ms. Ward, let's go back and just be  
15 practical for a minute, and forget bankruptcy and forget the  
16 court and just forget -- and let's just talk, like, common  
17 sense. If I -- and let's pick a different trade rather than  
18 electricity and gas; let's say a plumber. So I call a plumber,  
19 and I say, would you come and fix my sprinkler system? And so  
20 the plumber comes and sends me a bill and says, okay, it's  
21 fixed. And then the sprinkler system doesn't work correctly.  
22 Do I call someone else? I could call another plumber. But  
23 don't you think, intuitively -- and wouldn't you, intuitively,  
24 go back to the first plumber and say you didn't do it  
25 correctly; would you come and inspect your work and see what's

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1 wrong? And then if the first plumber says, no, I'm not going  
2 to have anything to do with you, then maybe you call a second  
3 plumber, and you come in and say to the second plumber, what's  
4 wrong with this work that the first plumber did? Why isn't  
5 that the normal person's response to a situation like this,  
6 from your point of view?

7 MS. WARD: Because we were offered the option to have  
8 PG&E inspect the work. And I know, having kids, you know, that  
9 would be sort of like saying to my son, go mop the kitchen, and  
10 then tell him to go back in and inspect it himself. Now, I'd  
11 probably have a sibling go do it or some other --

12 THE COURT: No, you'd go in.

13 MS. WARD: -- entity --

14 THE COURT: No, that's easy, as a parent, and I am a  
15 parent, you'd say mop the kitchen, get it right, or you can't  
16 go out, or you can't watch TV, or you can't do something; go  
17 mop the kitchen.

18 Look, Ms. Ward, I don't know what is behind this. I  
19 understand you're entitled to peace of mind. It's the end of  
20 2021. If there's something wrong with your electrical system,  
21 or your heating system, or your monthly bills are too high, it  
22 would seem to me that the first order of business is to get it  
23 fixed, or for your landlord to get it fixed, not to go after  
24 the big company to say you've got to come and inspect it, and  
25 then telling me that, if they inspect it and say it's okay, you

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1 will have peace of mind. And if they inspect it and say it's  
2 not okay, you know, you don't know what you'll do; maybe  
3 you'll go after Highland.

4 The point is I have no choice here. I have to apply  
5 the facts and the law, in this context, in this bankruptcy.  
6 And you haven't stated a claim that can be translated to a  
7 liability for PG&E, particularly in the face of two critical  
8 facts: most of the claims are not even your claim, but  
9 secondly, more important, you did sign a form that says I won't  
10 sue PG&E.

11 Now, as a separate matter, and in terms of PG&E's  
12 obligation to all of us, as customers in the world, in  
13 California, to the extent that they have some ongoing  
14 inspection responsibility, certainly you and I both know if you  
15 had a gas smell in your kitchen, what are you supposed to do?  
16 Call the fire department, or call PG&E, or both. And PG&E has  
17 an obligation to come and inspect to see if there's a problem.  
18 But to say that PG&E had an obligation to come and see if  
19 Highland did its work correctly is a statement, and a  
20 legitimate statement, but it doesn't translate to any legal  
21 claim.

22 So I'm afraid I'm going to have to tell you that I'm  
23 going to sustain PG&E's objection and disallow your claim, in  
24 large measure, because it's not your claim at all; it's other  
25 organizations that help you, whether it be your landlord or the

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1 other entities that are mentioned in the papers you're familiar  
2 with.

3 But to the extent that you personally believe you are  
4 entitled to some money recovery, and therefore your claim, your  
5 remedy, in my opinion, would have been, and maybe still is, I  
6 don't know, against Highland, but not against PG&E.

7 So I'm going to disallow your claim and sustain the  
8 objection.

9 MS. WARD: Okay.

10 THE COURT: Also alerting you -- has alerted you to  
11 the fact that you had filed this other document asserting that  
12 you want to bring a class action. I don't believe you are  
13 entitled or have any right to bring a class action. But in any  
14 event, we don't have a procedure available in the bankruptcy  
15 court to allow someone who wishes to file a class action to  
16 have a waiver of any fee.

17 So my personal advice to you is don't pursue the class  
18 action remedy. If, for some reason, you think you still want  
19 to file a class action against PG&E, and if you choose to do it  
20 in federal bankruptcy court, you'll need to pay a fee. But I  
21 will warn you that, by virtue of my ruling that says you don't  
22 have a claim, you probably don't even have any right to bring a  
23 class action at this point.

24 If my decision is incorrect, and you believe that I'm  
25 in error, you have a remedy through the legal system. But at

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1 least for now, the ruling of the Court will be that you don't  
2 have a claim in the PG&E bankruptcy for these events that  
3 occurred in 2017 that you described.

4 So I'm sorry to give you the bad news. You put in a  
5 lot of effort. I can see a lot of energy and purpose, and I'm  
6 not critical or faulting you personally. But based upon what  
7 we've explored here, and what the papers indicate, there simply  
8 is no basis to allow you a claim in the PG&E bankruptcy.

9 So if you have any other questions, I'll listen, but  
10 other than that, I don't think it's appropriate.

11 MS. WARD: Yes. Yes, sir. You know, in relationship  
12 to if I am representing these entities wrongly, I'm a member of  
13 the Cheyenne Arapaho Tribe. I'm a member Of Living Church of  
14 God. Fresno EOC gave me their blessing and gave me all the  
15 figures of what they helped me with. Mr. Arakelian, my  
16 landlord, is all behind it, as is my brother, Larry Kaprielian,  
17 the last one.

18 THE COURT: Your brother, your landlord, your church,  
19 your tribe all have rights to file claims. They didn't. That  
20 doesn't mean because you care about them, or they care about  
21 you --

22 MS. WARD: Okay.

23 THE COURT: -- that you have the legal right to do it.  
24 And this gets to --

25 MS. WARD: Okay.



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1 THE COURT: -- the question: they chose, again, for a  
2 good cause, to help you, and that's fine. I'm glad they did.  
3 And I'm glad that they're not looking to you to pay, and that's  
4 good news for you. But it doesn't translate to you have a  
5 right to assert a claim on their behalf. You're not a lawyer.  
6 And as I say, you don't have to be a lawyer to be a plaintiff  
7 in a class action, but you have to have a claim. And I'm, in  
8 effect, saying that you don't have a claim.

9 So I'll leave it at that. I'm not trying to rub it  
10 in. I wish it were a better result for you.

11 Mr. Rupp, I'll ask you to prepare a form of order that  
12 refers to the reasons stated on the record that Ms. Ward's  
13 claim is disallowed in its entirety and to serve it on her.

14 So Ms. Ward, you'll get a form of a written order in  
15 the mail, and that'll trigger any rights you have.

16 MS. WARD: Okay. Your Honor?

17 THE COURT: Yes, ma'am.

18 MS. WARD: In reference to me being -- they said that  
19 I refused to sign agreements. I have all the agreements that  
20 they offered me where I've responded and signed. So I don't  
21 know exactly which settlement agreement they said I refused to  
22 sign. I have signed everything. And --

23 THE COURT: I'm only talking about whether you have a  
24 claim.

25 Mr. Rupp, do you know what Ms. Ward is referring to?

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1 MR. RUPP: I don't, Your Honor. It might be related  
2 to the -- I'm not sure.

3 THE COURT: Was this an attempt to have a settlement?

4 MS. WARD: Yes.

5 MR. RUPP: There --

6 MS. WARD: Yes.

7 MR. RUPP: There was an attempt --

8 THE COURT: Oh, okay.

9 MR. RUPP: -- to have a settlement, as we referenced  
10 in our reply, but all I know is the settlement agreement, the  
11 final agreement, was never signed. And also, Ms. Ward did  
12 respond to the objection, so --

13 THE COURT: Ms. Ward, let me explain. I can't see  
14 what you're holding up. But the way our legal system works,  
15 when people come to the table, figuratively, and compromise  
16 their positions, people like I generally don't have to be  
17 involved. And we encourage settlements. And Mr. Rupp happens  
18 to be the lawyer for the firm representing PG&E that's handled  
19 a number of these, and so he's quite experienced with that.  
20 And judges are paid and trained to make decisions, but one of  
21 the things that judges love is when parties settle, in part,  
22 because they are in charge of their own fate rather than  
23 sometimes the cruel result of the legal system.

24 And so if there was an opportunity for PG&E to say we  
25 will settle with you, Ms. Ward, on the following terms, and you

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1 passed up that chance, then PG&E is justified in pressing their  
2 claim objection. And if PG&E agreed to settle, and you believe  
3 you did settle, then the question I ask is, well, then why are  
4 we even having this hearing today? And we shouldn't be having  
5 this hearing if there was a consummated settlement.

6 Now, if you believe that there already was a  
7 settlement, I encourage you to take it up, not with me, but  
8 with Mr. Rupp. And Mr. Rupp knows me well enough, not  
9 personally, but he knows the process of the Court, that if  
10 there's been a mistake here, and there was a, I'll say, signed  
11 settlement, an effective settlement, then Mr. Rupp knows that  
12 it should have been put to bed as a settlement, not presented  
13 to me as an argument that made me make a decision. It's not  
14 that I'm afraid of making decisions; it's that I would rather  
15 not make a decision if the parties can reach a consensual  
16 resolution.

17 So, offline, if you believe that there was a  
18 settlement, and you can persuade Mr. Rupp to go back and  
19 revisit that, then fine; I welcome it for you. If you think  
20 there really was a settlement, and he says, no, there wasn't,  
21 then I will leave -- I can't give you legal advice on what you  
22 ought to do next. Let's not worry about that for now. If you  
23 believe there was an effective settlement, and you were misled  
24 and should have had it buttoned up and signed and sealed, then  
25 follow up on it, but not with me. Okay?

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1 MS. WARD: Okay.

2 THE COURT: All right.

3 MS. WARD: Thank you, Your Honor. I didn't feel that  
4 there was a settlement. I had done a counteroffer. So I don't  
5 want to pursue that, oh yes, it was settled, and, you know --

6 THE COURT: Okay.

7 MS. WARD: -- here's the agreement. So I'm not going  
8 that route.

9 THE COURT: Okay. Well, then I appreciate that, Ms.  
10 Ward. I thought you were telling me something different  
11 and I'm --

12 MS. WARD: No.

13 THE COURT: -- and I'm not here to second guess and  
14 to do a Monday morning quarterback and say, well, you should  
15 have settled. It's not my (audio interference) to say it. And  
16 I'll leave it at that. With that, I want to thank you for your  
17 participation --

18 MS. WARD: Thank you.

19 THE COURT: -- and your effort and wish you happy  
20 holidays. Thank you very much.

21 MS. WARD: Thank you, Mr. Rupp. And thank you, Your  
22 Honor.

23 MR. RUPP: Thank you.

24 THE COURT: Thank you, Ms. Ward.

25 Okay. Ms. Parada, has Ms. Green shown up yet?

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1 THE CLERK: Yes, Your Honor. I'll bring her in now.

2 THE COURT: Okay. All right. Good morning, Ms.

3 Green. I can hear you, I think. Now you've got your mic  
4 muted. Are you going to turn your camera on today or stay  
5 behind the screen?

6 MS. GREEN: I'm here. I'm trying to turn the camera  
7 on.

8 THE COURT: Okay.

9 MS. GREEN: Let me see. It's still not working.  
10 Could I try to get this on a tablet? It says to use a  
11 computer, but no --

12 THE COURT: Go ahead.

13 MS. GREEN: It's still giving the error messages. I  
14 don't know if --

15 THE COURT: Go ahead. Give it a try.

16 Ms. Parada, does she have to log out or anything and  
17 log back in?

18 MS. GREEN: I've just done -- I've just rejoined. No.  
19 Okay. Let's see what it says. It says choose -- I'm going to  
20 try something else. Settings, high definition. Okay. Can you  
21 see me now?

22 THE COURT: No. I can hear you, though.

23 MS. GREEN: I don't know what -- it works from here.

24 THE COURT: If you don't mind that I can't see you, I  
25 can hear you.

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1 MS. GREEN: Okay. I'm here.

2 THE COURT: So Ms. Green, you filed a number of papers  
3 yesterday, and there was some confusion in my staff and I, but  
4 we're all caught up with what you filed. There's some  
5 duplication in what you filed.

6 But I guess, Mr. Rupp, we're still at the point where  
7 the company wants to do the physical inspection, and Ms. Green  
8 doesn't want to do it; is that where we are at the moment?

9 MR. RUPP: That's where we are, Your Honor.

10 THE COURT: Ms. Green, I don't know what to say to  
11 you. The point is we've given you a lot of leeway, and I  
12 continue to give you leeway, in terms of proving your case, but  
13 PG&E has a right to prove its case too. And I think there's a  
14 number -- sort of, all of us, as citizens and humans, are  
15 dealing with the Coronavirus and the Omicron, and all the other  
16 horrible things.

17 And I fully understand that you and your husband  
18 don't want to put yourself at risk. But there has to be a way  
19 to do it. And to me, there's an easy way to do it. And I  
20 mean, I went back and looked at the pictures of your home. And  
21 as I recall from the pictures, your entryway to your home is on  
22 the left side of the garage. Do you have an electric garage  
23 opener, or is it only a manual garage opener?

24 MS. GREEN: It's only manual.

25 THE COURT: But you can do it, right? I mean, can you

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1 open it from the inside?

2 MS. GREEN: Yes.

3 THE COURT: So it seems to me that the simple thing to  
4 do here is to have an agreed time when the PG&E people come, an  
5 agreed number, I think no more than three people, a date and  
6 time when they come to your home, that perhaps by telephone or  
7 cell phone or something, you have a contact person. When the  
8 PG&E person is outside the door and the person calls you and  
9 says I'm here, that you have an opportunity to open the door of  
10 the garage, go back inside your house, or stand inside the  
11 front door, or somewhere, just so you know what's going on.

12 And I can insist that the persons that show up from  
13 PG&E do not enter your home, only in the garage and the  
14 driveway, that they're masked, that they provide proof of  
15 vaccination. And I think Mr. Rupp has already made it clear  
16 that they won't physically do anything. They'll just visually  
17 inspect your garage and driveway, which should probably take  
18 thirty minutes.

19 And I don't see that that puts you or your family or  
20 anyone else at risk. If you think it does, perhaps some other  
21 person, a member of your family, or a friend or someone, could  
22 simply -- you know, a younger person, that isn't in jeopardy  
23 any more than most people, that could just do the same thing  
24 you're doing. But I cannot tell PG&E, sorry, Ms. Green has  
25 made a case, Ms. Green's assistant, whether he's an expert, Mr.

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1 Kisak, or whatever he is, he's made a case that PG&E can't  
2 prove its own case.

3 So that's a long way of saying you're going to have to  
4 accommodate PG&E for what I think is a reasonable inspection  
5 and that it is not an intrusion into the privacy of your home  
6 and is not to put you in any jeopardy because of the virus.

7 And if you're unwilling to do that, unfortunately, I  
8 might have to just strike your claim, which I'd rather not do.  
9 So --

10 MS. GREEN: Excuse me. May I say something, Your  
11 Honor?

12 THE COURT: Of course. Yes, of course.

13 MS. GREEN: Did Mr. Rupp make you also aware that, all  
14 the way back in 2017, that PG&E also had sent a representative?  
15 This will be their second inspection, not the first; they came  
16 again, and then they never came back afterwards.

17 THE COURT: Oh, I know that. You made it clear to me  
18 in the papers. But Ms. Green, in 2019, PG&E filed bankruptcy.  
19 And after that, you filed a claim, and that's how you and I  
20 come to meet each other. And if PG&E had not filed bankruptcy  
21 and you had never therefore done anything in court, at some  
22 point you'd be out of luck because the time would have run. So  
23 PG&E's bankruptcy provided a way for you to assert a claim.  
24 And again, Ms. Green, I'm persuaded that you may have a very  
25 valid claim of some amount, but PG&E has a right to disprove



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1 it, and I can't take away its options.

2 So the fact is the fact that what they did three years  
3 ago or four years ago is irrelevant because you filed a claim,  
4 and they have a right to defend the claim. So it comes down to  
5 the simple matter, none of us, any of us want to be dealing  
6 with this virus and all the risks that are involved. But that  
7 doesn't mean the legal system suddenly gets one-sided for one  
8 side versus the other.

9 And it's not -- this is not big corporation against  
10 individual homeowner. It's PG&E has a right to at least  
11 determine whether your claim should be honored. And I  
12 understand, and I've encouraged you to try to settle, and you  
13 have said you'd like to settle. And I want you to settle, but  
14 I don't want to be publicly involved in what PG&E has offered  
15 and what you have countered.

16 So look, it comes down to the simple matter that if  
17 you say, no, I will not allow the property to be inspected,  
18 then I have no choice but to disallow the claim. If you do  
19 allow the property to be inspected, under circumstances that I  
20 described or something similar, then PG&E will take a position,  
21 and it will either agree or disagree about settling with you  
22 then. And if that still doesn't work, then I will have a  
23 trial. We will have a trial in court or on Zoom, and you will  
24 be required to prove your case, and they will be obligated to  
25 disprove your case. It's that simple. As much as I'd like you

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1 to reach a consensual resolution, I can't make PG&E pay more  
2 than they've offered, and I can't make you accept less than  
3 you've agreed to accept. Okay?

4 MS. GREEN: Um-hum. May I ask Your Honor a question?

5 THE COURT: That's my choice. That's my choice at the  
6 moment. Yes. Go ahead, please.

7 MS. GREEN: Okay. Also there's the issue too where we  
8 presented that report from Matthew Kisak. PG&E is saying that  
9 because Matthew Kisak was not employed as in his usual  
10 profession, that that report is invalid.

11 THE COURT: Ms. Green, that isn't what they said.  
12 They've said Mr. Kisak doesn't work there now, and the company  
13 is not in business. No one has asked that I disregard Mr.  
14 Kisak's report. PG&E has said we want to get in and inspect it  
15 ourselves. And that's the issue.

16 And so if PG&E goes and inspects it themselves (audio  
17 interference), and then PG&E says, no, we still don't think we  
18 have any liability, then I will make a decision on what proof  
19 is what. And you know what I probably will want? I'll  
20 probably want you to produce Mr. Kisak. Again, it's easy to do  
21 it on Zoom rather than to pay him to come to San Francisco and  
22 testify in a court. And I would probably have him show up on  
23 Zoom and explain to me why he reaches the conclusions he did,  
24 and let Mr. Rupp, or whatever lawyer is working, cross-examine  
25 him and ask him what they want. And then I will make PG&E's

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1 expert explain why PG&E believes it doesn't have to pay. And I  
2 will give you an opportunity, or anyone representing you, to  
3 question PG&E's expert. And then I'll make a decision based  
4 upon the evidence.

5 So that's a long way of saying the Kisk report, as  
6 good as it is or as weak as it is, is what you've laid out as  
7 your case. And I will consider that at some time, but not  
8 until PG&E has an opportunity to rebut it.

9 So once again, I'm not trying to pressure you, and I'm  
10 not going to give you a deadline of five minutes from now, but  
11 I'm going to tell you that you'll have to make that decision,  
12 under circumstances that I believe would be perfectly safe.  
13 I'm not a doctor any more than you are, but I am a senior  
14 citizen, as I guess you are. And I don't take lightly what the  
15 virus threatens me and my family and you and your family and  
16 everyone.

17 So if you can have the water company come out and  
18 check the water, or you can have somebody come out if you had  
19 an emergency to deal with in your house, similarly, you can  
20 have a PG&E person come out and inspect.

21 So once again, if you want to think about this, talk  
22 to your husband and others, that's fine. We'll have another  
23 continuance. If you tell me that's fine, you'll do it, then  
24 I'll let you and Mr. Rupp work out the details. And if you  
25 tell me no, I won't do it, then I will tell you that I will

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1 have to disallow your claim.

2 MS. GREEN: Your Honor, I have one more question. I  
3 agree with what you're saying. We will consider that. But  
4 also too, is that the same consideration for the three-by-five  
5 hole that's cut in my driveway, or is that for just inside the  
6 garage?

7 THE COURT: Well, the hole, the three-by-five is in  
8 the driveway, right? It's not inside the house.

9 MS. GREEN: Right. But I'm saying if you cut it off  
10 where you disallow, does that disallow the three-by-five hole  
11 that's cut in my driveway that started the issue in the first  
12 place, or is it the both of them, the garage and the driveway?  
13 We know PG&E damaged the driveway.

14 THE COURT: Well, Mr. Rupp, do you -- I mean, I've  
15 been thinking about the cracking in the driveway and the  
16 hearings we've had. Where do you think -- if Ms. Green says,  
17 no, I'm not going to allow the driveway -- the garage to be  
18 inspected, what does that do with the three-by-five hole that  
19 is physically there, and there's no question that PG&E created  
20 that hole? The question is whether they're liable for it.

21 MR. RUPP: Your Honor, that is a very good question.  
22 I think I'd have to talk to my client about what we would  
23 expect the outcome to be in that instance. I know that that  
24 hole is from the work done by PG&E's contractor. And I think  
25 we've stated that PG&E's contractor has tried to -- made an

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1 offer to repair it before that was turned down by the Greens.

2 So --

3 MS. GREEN: Excuse me, Mr. Rupp. I do not agree with  
4 you.

5 THE COURT: Okay.

6 MS. GREEN: I asked him to --

7 THE COURT: Let him. Hold on, Ms. Green. Ms. Green,  
8 don't interrupt him. Let him finish and then --

9 MS. GREEN: All right.

10 MR. RUPP: So is the question essentially -- I just  
11 want to be sure I've got the proposal right. And if the  
12 outcome is the Greens will refuse a property inspection, would  
13 that mean that the Court would allow the claim just to fix the  
14 three-by-five patch?

15 THE COURT: Let me reframe the question, and then I'll  
16 let you answer; of course, I will. But let's pretend,  
17 magically, that there are no cracks in your driveway and inside  
18 the garage, and therefore we didn't have all this discussion.  
19 What is the portion -- what's left of your damage claim, in  
20 terms of dollars, for the three-by-five hole? I don't know  
21 from the papers, but you tell me, what is the economic cost to  
22 repair that hole today; do you know?

23 MS. GREEN: I have an estimate from Ergeon, and this  
24 is a company -- a established company here in the city of  
25 Oakland, and they do that kind of work. I had their people

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1 come out and look at it. They did an estimate, which is every  
2 thirty days, you know, you get a quote, but the quote changes.  
3 They gave me -- I think the last time we had spoke, and he did  
4 an estimate, he says that because of the way the cracks are in  
5 that driveway, because of that patch -- okay, the patch is  
6 what's causing destabilization in the cracks, you know. And so  
7 he said they would need to replace the driveway because, even  
8 if you patched it, the cracks are not going to stop --

9 THE COURT: Wait, Ms. Green, I thought you were asking  
10 me about three-by-five hole.

11 MS. GREEN: This is about the three-by-five hole. You  
12 asked me about the cost and everything else too. The last time  
13 he gave me an estimate, I believe it was something around about  
14 11,000 to replace that driveway. And that's not the first time  
15 that driveway was replaced. That was technically somewhat of a  
16 new driveway that we had put in. And then the new --

17 THE COURT: Ms. Green, I must tell you, I'm very  
18 confused now, because what you're now telling me is that you  
19 could fix the driveway for 11,000 dollars. And you told me  
20 before it was 40,000. Then you said maybe it's going to be  
21 20- --

22 MS. GREEN: I'm look --

23 THE COURT: -- and now you're talking 11-, so I mean,  
24 I don't know what to make of what you're saying.

25 MS. GREEN: I'm looking at an estimate that's here in

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1 front of me. This one was dated -- this is one of the  
2 estimates that Ergeon gave me, but the -- and this was as of  
3 November 28. The complete price that he gave, he broke down to  
4 do the driveway, and one price to do the garage. That's what  
5 the difference -- the difference in the price was. And that  
6 was 20,864 dollars to do the complete driveway and the garage  
7 floor. And he --

8 THE COURT: Well, I'll tell you what. Ms. Green, I'm  
9 not going to waste my time or yours on this. You have to make  
10 a decision, and I'll give you a deadline to make a decision.  
11 Are you going to allow PG&E to come in and inspect the entire  
12 garage and driveway? And if the answer is yes, then I'm going  
13 to let you and Mr. Rupp work out the details. If the answer is  
14 no, then I'm going to disallow your claim, and you can  
15 assert -- you can amend the claim if you believe there -- or  
16 you can explain to Mr. Rupp and separately make a statement of  
17 what you believe the damage would be before replacing the  
18 three-by-five or repairing the three-by-five. But if the  
19 answer is to replace or to repair the three-by-five hole you're  
20 going to do the whole driveway anyway, PG&E has a right to come  
21 out and inspect the driveway, if that's the issue.

22 So do you need a short period of time, or do you need  
23 until another hearing? How much time would you like to decide  
24 whether you're going to let them come in and inspect the garage  
25 and driveway?

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1 MS. GREEN: Your Honor, my husband is here also.

2 MR. GREEN: Judge, may I speak, please?

3 THE COURT: Yes, sir.

4 MR. GREEN: How are you doing today?

5 THE COURT: Fine, thank you, Mr. Green.

6 MR. GREEN: I've been letting my wife actually handle  
7 all of this stuff that's been going on with the driveway. One  
8 of the things is that the three-by-five that they have in the  
9 driveway, even if they came in just to repair that alone it  
10 would be discolored on driveway because there's a stripe down  
11 the middle in the square there. The older driveways, if you've  
12 noticed, that area they cut wouldn't resolve the problem.

13 THE COURT: I understand. But you still have to tell  
14 me whether you're going to allow PG&E to inspect.

15 MR. GREEN: Well, at this point, I think that, if they  
16 can do it in phases, where they come out and inspect the  
17 driveway, that -- we'll start with that first.

18 THE COURT: No, this is not --

19 MR. GREEN: That way --

20 THE COURT: No, this isn't going to work for phases.  
21 This is an opportunity, safety, safe precautions, masks,  
22 vaccinations, you and your wife do not have to be physically in  
23 the garage where whoever the people are that Mr. Rupp's client  
24 wants, they come there on an agreed time, they are there for a  
25 short period of time, they look at it, they make their own



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1 assessment, and they leave.

2 MR. GREEN: Okay. You said thirty minutes. You  
3 said --

4 THE COURT: I don't know. I don't know. But I can't  
5 imagine more it's more than --

6 MR. GREEN: They said two hours.

7 MS. GREEN: They said two to three hours.

8 THE COURT: I mean, I don't know that. I can't  
9 possibly know what it takes. I can't imagine they're out  
10 there doing it to waste time, but I can't put a time limit on  
11 them if it's reasonable.

12 MR. GREEN: Okay. So --

13 THE COURT: No. So look, you two have to decide, are  
14 you willing to take what I personally would think would be a no  
15 risk thing? I'll state it again.

16 MR. GREEN: We are willing to consider it. And we  
17 will --

18 THE COURT: You open the door, your car is out of the  
19 way. You make sure that no one -- no one is seeking to come  
20 into the house. You either observe it from inside the house or  
21 the driveway -- I mean, the sidewalk, or not at all. Or you  
22 have some third-party person there, just a trusted person,  
23 like, just to watch to make sure there's nothing happening.  
24 And the inspectors, with safety precautions in place, the same  
25 as you'd get if you went to the grocery store or to a

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1 restaurant or a hospital or a court, and they leave. They  
2 come, they go, and they leave. And then they make their  
3 assessment, and they try to settle this case or not.

4 I'll tell you what, I'm going to make this --

5 MR. GREEN: We could consider it. We'll --

6 THE COURT: I'm going to give you a deadline to  
7 consider it.

8 Ms. Parada, when is our next date? Our next PG&E is  
9 the 18th of February -- of January?

10 THE CLERK: January 11th, Your Honor.

11 THE COURT: I'm going to continue this to January  
12 11th. And Mr. Green --

13 MR. RUPP: Your Honor?

14 THE COURT: -- you need to make a decision on this  
15 inspection thing before the end of the year, before December  
16 31. And --

17 MR. RUPP: Your Honor?

18 THE COURT: Yes, sir.

19 MR. RUPP: If I may, I apologize, but I will not be in  
20 town on the 11th. There's a hearing on the 18th, just a week  
21 later. If the Court could continue it to that date, that would  
22 be --

23 THE COURT: Okay. But I'm still -- Mr. and Ms. Green  
24 have to make a fundamental decision which, in my opinion, they  
25 can make in five minutes. But I'm not going to pressure them.

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1           Mr. and Ms. Green, I'm going to continue this hearing  
2 again to the 18th. You have until December 31, last day of the  
3 year, to make a decision on what I've just described for  
4 physical inspection of your driveway and garage, but not inside  
5 your house, and not involving you personally in any kind of  
6 contact with the inspectors, and something that you're  
7 satisfied with that does not threaten your home or anyone  
8 coming into your home. There are plenty of ways to make this  
9 happen safely.

10           And I will, again, tell Mr. Rupp to make sure the  
11 people who come there are masked, and they can prove, if asked  
12 by the Greens, or anyone acting on their behalf, to just prove  
13 that they have vaccinations, and that they would physically  
14 inspect the driveway and the garage and then depart.

15           And Mr. and Ms. Green, you have until December 31 to  
16 make that decision. You can do it informally by telling Mr.  
17 Rupp. If Mr. Rupp is informed that the Greens will not  
18 consent, then my response is your claim will be disallowed, but  
19 you will be allowed to amend the claim to demonstrate what it  
20 would take to repair what we call the three-by-five hole.

21           You also have an opportunity to -- I mean, if there is  
22 the inspection, then I'll just assume that the parties will  
23 work out something that is mutually acceptable. And for now,  
24 we'll continue the hearing to the January 18th, 10 o'clock  
25 date. And if --

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1 MR. GREEN: Your Honor?

2 THE COURT: If the inspection is scheduled, but hasn't  
3 happened yet, or the inspection has happened, but PG&E hasn't  
4 formally put together its response, then we'll have a further  
5 continuance. If you have any more questions, go ahead. But  
6 I'm ready to --

7 MR. GREEN: Yeah, I'm just very concerned about -- we  
8 probably will be considering the inspection, but --

9 THE COURT: What's that?

10 MR. GREEN: -- the time frame in which you put on --  
11 there is no time frame they could be on our property. I mean,  
12 he sent us an email for two hours.

13 MS. GREEN: Three -- two to three hours.

14 MR. GREEN: Two to three hours.

15 THE COURT: Okay. Okay.

16 MS. GREEN: I --

17 THE COURT: Mr. Green, it's just a two-hour maximum,  
18 two hours maximum, period. End of story. I have nothing to  
19 talk about. Two hours.

20 MR. GREEN: So we don't leeway on this? No way.  
21 We're not getting into (audio interference) with this one  
22 because --

23 THE COURT: What's that?

24 MR. GREEN: I said I don't think that we will be  
25 treated fairly with this here. We should have a time frame

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1 when PG&E can be around our property. And that's all I'm  
2 asking the jury to consider at this point.

3 THE COURT: Mr. and Ms. Green, I'm going to --

4 MR. GREEN: I was going to --

5 THE COURT: -- I'm going to interrupt you because  
6 you're going -- this is going crazy. You're asserting a claim  
7 for 40,000 dollars and maybe would compromise for less.

8 MS. GREEN: Forty?

9 THE COURT: I am not going to tell PG&E they have to  
10 be under some unreasonable time period to make an inspection.  
11 So I'm using my judgment. It's two hours on site. And if  
12 that's still too long for you, then let's just get over with it  
13 and I will disallow your claim. It's that simple.

14 MS. GREEN: Thank you, Your Honor. Also, Your Honor,  
15 our claim is not for 40,000 dollars; it's below 30,000 --  
16 40,000 dollars.

17 THE COURT: Ms. Green, it doesn't matter what it is at  
18 the moment. It is what it is. So I believe it was originally  
19 asserted in the 40,000-dollar range, and at some point, Ms.  
20 Green, I believe you indicated a willingness to settle for a  
21 lesser amount. That's fine. But the point is, you are still  
22 welcome to pick up the phone and call Mr. Rupp and compromise  
23 this thing and be done with it. I can only use the legal  
24 system the way I'm using it.

25 So one more time, you have until December 31 to make a

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1 decision about the two-hour inspection. And if you choose not  
2 to do that, Mr. Rupp should submit a form of order that  
3 disallows your claim, and the reason your claim will be  
4 disallowed will be because you have chosen not to allow PG&E  
5 need to inspect property.

6 MS. GREEN: Your Honor, I have one more question.

7 THE COURT: Well, let me finish, please, and I'm --  
8 then I'm wrapping this up. If I disallow the claim, you will  
9 be allowed a time, a reasonable, time to amend it, to correct  
10 it, to show whatever you believe you're entitled to, to repair  
11 the three by five inch -- excuse me -- three by five foot hole  
12 that was placed in your driveway that we know about.

13 MS. GREEN: Your Honor, please --

14 THE COURT: I'm not going to take any more time on  
15 this today. Last question. Go ahead.

16 MS. GREEN: Could we extend out our time a bit more,  
17 because we would like time to -- to find an attorney at this  
18 point -- to consider finding an attorney to represent us at  
19 this time.

20 THE COURT: Well, then you find that attorney by  
21 December 31 and make a decision or December -- January 18th for  
22 the hearing, Ms. Green.

23 MS. GREEN: Okay. Thank you.

24 THE COURT: All right. Happy holidays. Good luck.

25 MS. GREEN: Um-hum.

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1 THE COURT: And my free advice is that you work it out  
2 for the inspection so this can have an amicable resolution.

3 MS. GREEN: All right.

4 THE COURT: All right. I'm going to conclude the  
5 Green matter.

6 Mr. Rupp, for our purposes, we're continuing it to  
7 January 18th at 10. And if the Greens choose not to permit the  
8 inspection, you should prepare a form of order that is  
9 consistent with my ruling that disallows their claim, but  
10 allows them to amend, to assert damages limited to their claim  
11 for the three by five hole in the property that's been  
12 discussed previously. Okay?

13 MR. RUPP: Very good, Your Honor.

14 THE COURT: Okay, thank you very much. All right.  
15 We'll go to the Greenberg matter.

16 MR. RUPP: Your Honor, I'll stay on for the Greenberg  
17 matter. (Audio interference).

18 THE COURT: Counsel isn't joining you?

19 MR. RUPP: Yeah, Jennifer Dodge should be joining.

20 THE COURT: Oh, okay; oh, okay.

21 Mr. Lapping, good morning.

22 MR. LAPPING: Good morning. Happy holidays.

23 THE COURT: Same to you. All right, we're going to  
24 wait for Ms. Dodge then.

25 All right, Ms. Dodge, can you state your appearance?

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1 Good morning.

2 MS. DODGE: Good morning, Your Honor. Jennifer Dodge  
3 on behalf of the reorganized debtors.

4 THE COURT: So since some time ago, whenever we had  
5 the last hearing, I did review all the claims in their detail.  
6 And I understand Mr. Lapping, why you wanted to have a separate  
7 hearing. And it is the same physical address. It is a  
8 different set of facts. I understand that. But for the  
9 reasons I stated, I still think it's efficient to do it  
10 together. So I'm prepared to go ahead and schedule a trial --  
11 I mean schedule deadlines for a hearing here, if that's what  
12 you want. You're the lawyer for the claimant, Mr. Lapping.  
13 What do you want me to do, given that background?

14 MR. LAPPING: Well, Your Honor, I guess -- I mean, if  
15 you're convinced that this all should be in one hearing, that's  
16 what we'll do.

17 We did have some preliminary things that we wanted to  
18 do before we set a final hearing. With respect to the  
19 refrigerator claim, my client has gone to the City of -- the  
20 Town of Fairfax and obtained some records, including  
21 communications that the Town had with a representative of PG&E,  
22 that casts -- shows that there may have been some work done at  
23 the neighboring premises during the relevant time frame when he  
24 was out of town. These were not produced in response to  
25 discovery.



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1           And people can miss emails, but what we want to do is  
2 file a motion to compel PG&E to produce its file, its claim  
3 file on the refrigerator claim on the grounds -- under Rule  
4 26(b) (3) (A), that even though they're asserting work product,  
5 there's factual material in there that's current, that was in  
6 existence at the time. And you that is -- and it may help us  
7 prove the critical aspect of the refrigerator claim.

8           THE COURT: What do you think it'll prove? Just so I  
9 understand. The timing, the date, or the --

10          MR. LAPPING: Yes, PG&E has produced a schedule, very  
11 brief, that says that the only work that was done in or near  
12 the property was done in March of 2016.

13          THE COURT: Right. Right.

14          MR. LAPPING: And we think we can find evidence that  
15 there's outages and such that occurred prior to that. We have  
16 an email that indicates that there was a prior outage. It  
17 doesn't give the date or the range. And so what we'd like to  
18 do is file a motion to compel to both get additional documents  
19 and to get that claim filed on the grounds that there was --

20          THE COURT: Oh, I understand what you want to do. You  
21 want --

22          MR. LAPPING: Okay.

23          THE COURT: -- but you want to establish some evidence  
24 that you believe that PG&E might have that would be consistent  
25 with Mr. Greenberg's rendition of the facts as to when the

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1 damage occurred.

2 MR. LAPPING: Correct.

3 THE COURT: Okay, Ms. Dodge are you aware of this  
4 issue, and are you in a position to say whether it's something  
5 we're going to have to fight about? Or do they get it?

6 MS. DODGE: Well, thank you, Your Honor. First, I  
7 want to say that we -- the Court allowed Mr. Greenberg to do  
8 limited discovery on the refrigerator claim. This is the 77335  
9 claim. And we answered the written discovery and produced  
10 documents, and that was done, I believe it was back in June;  
11 and now it's December.

12 And Mr. Lapping's talking about filing a motion to  
13 compel. And from our view, a motion to compel at this stage is  
14 much too late. If he wanted to file a motion to compel that  
15 should have been done a long time ago.

16 Two, we would vigorously oppose any motion to compel  
17 PG&E's claim file. As I have told Mr. Lapping, the claims  
18 department works at the direction of the legal department.  
19 Those claim files are privileged work product. And this claim  
20 for me is just particularly frustrating because Mr. Greenberg  
21 filed a claim against PG&E prior to the bankruptcy, back in  
22 2016 when this occurred, and PG&E did its due diligence back  
23 then, looked at its records, said that there was no outage  
24 during that February 14th to February 21st time period when he  
25 was out of town.

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1           And the documents that we produced -- and again, I  
2 went back and asked our PG&E people to double-check this to  
3 make sure; and they said no, the scheduled outage had been  
4 scheduled for earlier, but then it was pushed back, and it was  
5 actually completed March 16th to 17th.

6           And I produced -- PG&E produced documents to that  
7 effect to Mr. Lapping. And Mr. Greenberg continues to insist  
8 that there must have been some sort of outage. And in fact,  
9 Mr. Lapping asked for an additional eight-week extension to  
10 respond to our objection so he could gather additional  
11 evidence. And we granted that to him.

12           And here we are now in December. And he's still  
13 saying there might be something. I might have an email.  
14 There's no date. I mean, it just gets to a certain point  
15 that --

16           THE COURT: Slow down for a minute.

17           MS. DODGE: Yeah.

18           THE COURT: What if there was an unscheduled outage?  
19 Would that have been discovered? I mean, you just made  
20 reference to a scheduled outage. What if there was --

21           MS. DODGE: Right.

22           THE COURT: -- an unscheduled --

23           MS. DODGE: Right. No, we looked to see -- it's on  
24 the circuit known as the San Rafael 1108. We checked the  
25 records to see if the outage -- if there was any outage on that

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1 circuit between February 14th and February 20, when Mr.  
2 Greenberg was out of town and then came home. There was no  
3 outage, scheduled or not.

4 THE COURT: But what if Mr. Greenberg has  
5 independently learned from the City that there was something  
6 that suggests that that was the case? Then what am I supposed  
7 to do about it; pretend that it doesn't -- he can't have that  
8 information?

9 MS. DODGE: Well, no. He can have whatever  
10 information he wants. But I mean, as Mr. Lapping just stated,  
11 he said he has an email from the Town of Fairfax that  
12 references a prior outage, but it doesn't have any date or  
13 range. And again, I mean, I'm all for full disclosure of  
14 information. He can do whatever he wants. But it just gets  
15 frustrating for me, Your Honor, after a while.

16 THE COURT: Okay, well, Ms. Dodge, you are not  
17 familiar with my procedure. Mr. Lapping, you've been around me  
18 for a long time. I don't do formal motions to compel until  
19 there's a meet-and-confer among counsel in an attempt to  
20 resolve it informally.

21 So if -- have you shared this email with Ms. Dodge,  
22 Mr. Lapping?

23 MR. LAPPING: No, Your Honor.

24 THE COURT: Okay, well --

25 MR. LAPPING: Preparing --

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1 THE COURT: I think --

2 MR. LAPPING: -- things. But the eight weeks we took  
3 was the period --

4 THE COURT: No, no. No, no. I don't want to go there.

5 MR. LAPPING: Okay.

6 THE COURT: What I want you to do is I want you to  
7 comply with my posted procedures for discovery disputes and see  
8 if you can resolve it. And if that isn't resolvable, then you  
9 can make your motion. That's all. So you --

10 MR. LAPPING: That's fine, Your Honor.

11 THE COURT: -- if you share the email with her and  
12 say, what about this, she can -- and if -- she can say, I'm not  
13 going to give it to you or it's privileged. Or she can say  
14 what she wants.

15 But Ms. Dodge, I'm not going to sit here and decide  
16 that we're not going to have discovery that could have been  
17 done earlier because we have no agreed discovery cut-off.  
18 There's no end of discovery. And if you believe -- I mean,  
19 look, the fact of the matter is, if there is evidence that is  
20 not privileged, it should be produced, period. So --

21 MS. DODGE: I agree.

22 THE COURT: -- follow my procedures on that one.

23 Now what -- is there anything else, Mr. Lapping?  
24 Should we just still set this over for further hearings or -- I  
25 mean further pre-trial or shall I set a trial for everything

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together?

MR. LAPPING: Well, Your Honor, I would -- I would ask that -- I'm going to assume that we're going to meet and confer, and that we're not going to be able to get to the finish line on that. We might, but we'll see.

So why don't we set a hearing for a possible motion to compel that I would -- after meeting and conferring, in February, let's say, and then a further hearing, I guess, in March or April for the -- well, actually, I've got to be careful here. I'm going to be out on April 1st for a week. So --

THE COURT: So let's try -- without pinning your date down, let's assume that you either can get what you want from Ms. Dodge formally or informally, what else do you need to do to be ready to go to trial? You have to go -- you have to put on the case first, so --

MR. LAPPING: Right.

THE COURT: -- so --

MR. LAPPING: -- we will have --

THE COURT: I agree with -- I agree with you again. The issue over the refrigerator is legally separate from the issue over the work under the deck and the gas rerouting and the tree. But the same lawyers, the same history, in fact.

And I haven't -- I don't know Mr. Greenberg, but he certainly is prolix, and if he ends up describing the story the

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1 way he describes his declaration, it'll be a lot of story to  
2 tell.

3 But what would you take to put on your case in chief?  
4 Would it be more than a couple of hours or would it be several  
5 days? What do you expect?

6 MR. LAPPING: Oh, Your Honor, I think it would be a  
7 couple of days, because I agree there's a long saga here  
8 that -- and we have to bring in a tree expert. So I think at  
9 least the better part of two days.

10 THE COURT: But the saga -- the saga largely is  
11 irrelevant. The story is either the refrigerator conked out  
12 and spilled the stuff out or it didn't. And the trees and the  
13 deck did or didn't have problems.

14 MR. LAPPING: Right.

15 THE COURT: So what I'm getting at --

16 MR. LAPPING: Well, Your Honor -- Your Honor, getting  
17 to my argument, which is the refrigerator is one set. I was  
18 talking about the other claim. That's what I think is --

19 THE COURT: No, no.

20 MR. LAPPING: -- going to take a couple of days.

21 THE COURT: No. But what I'm getting at is that - -  
22 well, let me back up. Ms. Dodge, you're the one that persuaded  
23 me to hear these matters preliminarily together. Do you  
24 believe they should be tried separately or together?

25 MS. DODGE: I believe they could be tried together.

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1 Your Honor. I think it just makes sense rather than setting  
2 separate hearing dates. I under --

3 THE COURT: No, but the only -- the commonality is Mr.  
4 Greenberg as the percipient witness and you two lawyers. I  
5 mean, I presume your defense and any defense witnesses, anybody  
6 who comes in and says, the stuff was all over the -- there was  
7 no outage, that has nothing to do with what Mr. Greenberg  
8 complains about for the rerouting of the gas line. The  
9 rerouting of the gas line, we have proof.

10 So it's going to be different witnesses. The only  
11 commonality, as I said, it's Mr. Greenberg and you two lawyers.  
12 But I still think it -- it still seems economical to have one  
13 trial. And I guess you're agreeing with me, Ms. Dodge. And --

14 MS. DODGE: I am.

15 THE COURT: So Mr. Lapping, it's kind of -- it's kind  
16 of one trial that has two phases, right? We have the  
17 refrigerator set of the trial, followed by the tree and deck  
18 set of the trial, right?

19 MR. LAPPING: Yes. Yes, Your Honor. Absolutely.

20 THE COURT: All I meant is that Mr. Greenberg's  
21 declaration gives a long tale that is largely interesting but  
22 irrelevant to the issue of whether PG&E has any money to pay.  
23 That's all. I'm not faulting him. I'm just saying I don't  
24 want to hear that at trial.

25 But Mr. Lapping, again, apart from your personal



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1 schedule, when do you think you would be ready to put on your  
2 trial? Are we talking about six more months of discovery or  
3 just the normal preparation, and we're likely to have a trial  
4 in April?

5 MR. LAPPING: Your Honor, I think late April would be  
6 preferable for us.

7 THE COURT: So what if I scheduled a two-day trial in  
8 late April?

9 MR. LAPPING: And there would be a scheduling order  
10 with some deadlines and rules, and off we go.

11 THE COURT: Right. But you don't anticipate any  
12 motions, I take it, any substantive motions.

13 MR. LAPPING: No, not on the tree claim.

14 THE COURT: Ms. Dodge again, putting aside the  
15 discovery dispute, is there any reason why you couldn't be  
16 ready to defend the trial in the end of April? Or are there  
17 any dispositive motions that you anticipate would be brought as  
18 to either of the claims? I mean, treating the two gas-related  
19 claims as one dispute and the refrigerator as the other  
20 dispute, is there any is there any -- are there any pre-trial  
21 motions you anticipate that are dispositive?

22 MS. DODGE: I can't -- well, I don't know if I want to  
23 commit to something yet. I haven't actually thought about that  
24 in terms of there be any type of motion in limine. Or are you  
25 talking about something different?

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1 THE COURT: Well, motions in limine is not usually a  
2 dispositive motion unless you knock out witnesses.

3 MS. DODGE: Right.

4 THE COURT: I mean, I'm talking about summary  
5 judgment.

6 MS. DODGE: Right.

7 THE COURT: This doesn't sound like summary judgment  
8 in either one of these. It sounds like it's all or nothing on  
9 the facts.

10 MS. DODGE: Right. Yeah, no. I think in terms of a  
11 dispositive motion, I think here the issue is primarily fact-  
12 dependent. And because of that --

13 THE COURT: Yes.

14 MS. DODGE: -- I don't see that you're -- the Court  
15 would be inclined to grant a summary judgment.

16 THE COURT: Well, it's not that I'd be inclined to,  
17 it's just that I wouldn't be allowed to, because --

18 MS. DODGE: Right.

19 THE COURT: -- obviously the first thing the person  
20 says is there are facts in dispute. And then I go, well, then  
21 there's no summary judgment.

22 MS. DODGE: Right.

23 THE COURT: Look, I'm going to schedule a two-day  
24 trial the end of April, now and then I'm also going to set a  
25 pre-trial a few weeks prior just to talk about things. And if

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1 we have to adjust the trial, I don't anticipate a problem.

2 I will tell you that Judge Blumenstiel and I believe  
3 one of my other colleagues is starting to think about hybrid  
4 partially in-court trials. But I am not. And with the latest  
5 Omicron issues, I'm not anticipating resuming any kind of in-  
6 court trials.

7 So this would be a Zoom trial in April. And I will  
8 issue a trial scheduling order that is consistent with the  
9 procedures that I think need to be followed. And my personal  
10 schedule is not at all difficult.

11 So when I say we'll set a trial date, it's not in  
12 concrete from my point of view. And we'll take another look at  
13 this in, say, March. So what I'm going to do is set a pre-  
14 trial, another trial scheduling in March, with a trial in  
15 April.

16 And Mr. Lapping if there's -- if it's necessary to  
17 have a motion to compel, there's plenty of time to take that up  
18 between now and then.

19 So working backwards, Ms. Parada, can you give me two  
20 days in late April that we could do a trial?

21 THE CLERK: April 18th and 19th.

22 THE COURT: Are those dates convenient for counsel?

23 MR. LAPPING: Yes, Your Honor.

24 THE COURT: Ms. Dodge?

25 MS. DODGE: I'm just checking my schedule. Yes, those

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1 dates should work; April 18th to 19th.

2 THE COURT: Yes. And Ms. Parada, in April for -- I'm  
3 sorry, in March for a further scheduling conference?

4 THE CLERK: We have March 15th as a PG&E all-purpose  
5 date, or did you want to set it separately, Your Honor?

6 THE COURT: No, we could do it then. March 15th?  
7 March 15th available, let's say, at 11 o'clock, for both of you  
8 counsel?

9 MR. LAPPING: Yes, Your Honor.

10 MS. DODGE: Yes, Your Honor.

11 THE COURT: Mr. Rupp, are you going to be involved in  
12 this -- in the trial? Let me -- or Ms. Dodge will have that, I  
13 presume.

14 MR. RUPP: No, Your Honor. Ms. Dodge is -- Ms. Dodge  
15 is in charge here.

16 THE COURT: Okay. All right. So I'm going to -- I'm  
17 setting a two day trial that combines the objections to the  
18 three Greenberg claims -- you know the numbers of them -- by  
19 Zoom, and a scheduling conference on March 15th at 11.

20 And I will have issued the scheduling order before  
21 then, in case there are any questions about or disagreements  
22 with what I'm doing.

23 Is there any appetite to try to mediate this matter  
24 through the system? PG&E here -- there has (audio  
25 interference) out there.

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1 MS. DODGE: We did try to mediate, Your Honor,

2 THE COURT: Yeah, okay. I guess that's right. I  
3 guess you did.

4 Okay, then, unless either of you have any questions,  
5 I'll wrap it up with that and wish you happy holidays and good  
6 luck.

7 MR. LAPPING: All right. Thank you, Your Honor.

8 MS. DODGE: Thank you, Your Honor.

9 THE COURT: Thank you, Ms. Dodge.

10 MR. RUPP: Happy holidays, Your Honor.

11 THE COURT: Thank you Mr. Rupp.

12 (Whereupon these proceedings were concluded at 11:09 AM)  
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## I N D E X

RULINGS:	PAGE	LINE
Ms. Ward's claim is disallowed.	17	7
If the Greens do not allow inspection of the property, their claim is disallowed, without prejudice to their right to amend the damages claim limited to the hole in their property.	39	7

## C E R T I F I C A T I O N

I, Sharona Shapiro, certify that the foregoing transcript is a true and accurate record of the proceedings.

*Sharona Shapiro*

---

/s/ SHARONA SHAPIRO, CET-492

eScribers

7227 N. 16th Street, Suite #207

Phoenix, AZ 85020

Date: December 22, 2021

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